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Attorneys for Defendant/Counter-claimant Nautilus Insurance Company

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ROBERT “SONNY” WOOD, an individual;
ACCESS MEDICAL, LLC, a Delaware limited
liability company,

Plaintiffs,

vs.

NAUTILUS INSURANCE GROUP, a Delaware
limited liability company, et al.,

Defendant.

NAUTILUS INSURANCE COMPANY,

Counter-claimant,

vs.

ROBERT “SONNY” WOOD; ACCESS
MEDICAL, LLC; FLOURNOY MANAGEMENT,
LLC AND ROES 1-10, inclusive,

Counter-defendants.

Case No.: 2:17-cv-02393-MMD-VCF

**STIPULATION FOR APPROVAL OF
BOND AND STAY OF EXECUTION
PENDING APPEAL; [PROPOSED]
ORDER**

1 Plaintiffs/Counter-defendants Access Medical, LLC and Robert Wood (“Plaintiffs”) and
2 Defendant/Counter-claimant Nautilus Insurance Company (“Nautilus”), by and through their counsel,
3 Jordan P. Schnitzer of The Schnitzer Law Firm (for Plaintiffs) and Armstrong Teasdale LLP and
4 William S. Kronenberg, Esq. of Kronenberg Law PC (*pro hac vice*) (for Nautilus), file this Stipulation
5 for Approval of Bond and Stay of Execution Pending Appeal, pursuant to Federal Rule of Civil
6 Procedure 62(b), with respect to the December 18, 2023 Bench Order (Dkt. 431) and December 19,
7 2023 Judgment (Dkt. 432).

8 WHEREAS, Plaintiffs commenced this lawsuit against Nautilus, alleging Declaratory Relief,
9 Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing, Promissory Estoppel, and
10 Unfair Claims Practices (Dkt. 1-1);

11 WHEREAS, on December 18, 2023, this Court issued its Bench Order, and on December 19,
12 2023, this Court entered a Judgment that found, in part, for Plaintiffs with respect to certain expert
13 fees and independent counsel fees (Dkts. 431 and 432);

14 WHEREAS, the Court awarded Plaintiffs a total of \$365,387.97, including prejudgment
15 interest (Dkt. 431 at 54:10);

16 WHEREAS, Plaintiffs have also submitted a Bill of Costs for \$47,354.90 (Dkt. 433), to which
17 Nautilus has objected (Dkt. 437) and responded (Dkt. 438), but, to date, there has been no ruling by
18 the Court on the Bill of Costs;

19 WHEREAS, Plaintiffs filed a Notice of Appeal on January 12, 2024 (Dkt. 435), and Nautilus
20 filed a Notice of Cross-Appeal on January 25, 2024 (Dkt. 444);

21 WHEREAS, Nautilus seeks to stay execution of the Judgment pending its appeal and has met
22 and conferred with Plaintiffs’ counsel regarding same;

23 WHEREAS, Plaintiffs, and their counsel who have attorneys’ liens, previously agreed to
24 forebear on execution of the Judgment until February 1, 2024 and, to the extent they have authority to
25 do so, Plaintiffs have now agreed to forebear on execution of the Judgment pending the Order on the
26 Stipulation¹;

27 _____
28 ¹ Switzer obtained an oral ruling from a Nevada Eighth Judicial District Court on January 30, 2024,
that it is entitled to assignment of the proceeds of the judgment only. The Court did not rule on

1 WHEREAS, Federal Rule of Civil Procedure 62(b) provides: “At any time after judgment is
2 entered, a party may obtain a stay by providing a bond or other security. The stay takes effect when
3 the court approves the bond or other security and remains in effect for the time specified in the bond
4 or other security.”

5 WHEREAS, “The movant is entitled to the stay if it complies with the bond requirement
6 under Rule 62(d) [now 62(b)].” *Branch Banking & Tr. Co. v. Jarrett*, No. 3:13-CV-00235-RCJ,
7 2014 WL 4636049, at *3 (D. Nev. Sept. 16, 2014) (citing *Bass v. First Pac. Networks, Inc.*, 219 F.3d
8 1052, 1055 (9th Cir. 2000)); *see also Am. Mfrs. Mut. Ins. Co. v. Am. Broad.-Paramount Theatres,*
9 *Inc.*, 87 S. Ct. 1, 3 (1966) (“[A] party taking an appeal from the District Court is entitled to a stay of a
10 money judgment as a matter of right if he posts a bond in accordance with” Rule 62);

11 WHEREAS, in the District Court of Nevada, “[t]he bond amount ordinarily includes the full
12 judgment total, costs on the appeal, interest, and any damages for delay.” *Branch Banking and Tr.*
13 *Co.*, 2014 WL 4636049, at *3;

14 WHEREAS, the Parties have previously agreed to a bond amount of \$445,000, comprised of
15 (1) the \$365,387.97 judgment (including prejudgment interest); (2) claimed costs of \$47,354.90;²
16 and (3) estimated post-judgment interest of \$31,045.95; and

17 WHEREAS, Nautilus has arranged to have this bond issued by Berkley Insurance Company
18 (located at 475 Steamboat Rd., Greenwich, Connecticut 06830), an A+ rated company with A.M.
19 Best, pending approval from the Court as to the bond amount.

20 NOW, THEREFORE, it is hereby stipulated and agreed as follows:

- 21 1. That Nautilus will bond the amount of \$445,000.
- 22 2. That such bond shall be provided within 30 days of the date of the Order on this
- 23 Stipulation.
- 24 3. That Nautilus shall file notice that the bond has been provided within 35 days of the

25 _____
26 attorneys’ liens but indicated Switzer is on notice of attorneys’ liens and deferred resolution of any
27 disputes with Switzer concerning attorneys’ liens.

28 ² While Nautilus has included Plaintiffs’ claimed costs in its proposed bond amount in an abundance
of caution and absent a ruling from the Court, Nautilus continues to object to the claimed costs, as set
forth in its Objection (Dkt. 437) and Response (Dkt. 438).

1 date of this Order.

2 4. That, to the extent they have authority to do so, Plaintiffs' counsel agrees that
3 execution on the Judgment should be stayed pursuant to Federal Rule of Civil Procedure 62(b).

4 5. That, if notice is not provided as set forth in Paragraph 3 of this Order, Nautilus shall
5 show cause why the stay on execution of the Judgment shall not be lifted.

6 IT IS SO STIPULATED.

7 DATED this 30th day of January 2024.

ARMSTRONG TEASDALE LLP

8 By: /s/ Tracy A. DiFillippo
9 TRACY A. DIFILLIPPO, ESQ.
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13 KRONENBERG LAW PC
14 1 Kaiser Plaza, Suite 1675
Oakland, California 94612

15 *Attorneys for Defendant/Counter-claimant*
16 *Nautilus Insurance Company*

17 DATED this 30th day of January 2024.

THE SCHNITZER LAW FIRM

18 By: /s/ Jordan P. Schnitzer
19 JORDAN P. SCHNITZER, ESQ.
THE SCHNITZER LAW FIRM
20 Nevada Bar No. 10744
710 S. 9th Street, Suite 2
21 Las Vegas, Nevada 89101

22 *Attorneys for Plaintiffs/Counter-defendants*
23 *Access Medical, LLC and Robert Wood*

24 **ORDER**

25 IT IS ORDERED that:

- 26 1. Nautilus will bond the amount of \$445,000.
- 27 2. Such bond shall be provided within 30 days of the date of the Order on this
- 28 Stipulation.

1 3. Nautilus shall file notice that the bond has been provided within 35 days of the date of
2 this Order.

3 4. Execution on the Judgment is hereby stayed pursuant to Federal Rule of Civil
4 Procedure 62(b).

5 5. If notice is not provided as set forth in Paragraph 3 of this Order, Nautilus shall show
6 cause why the stay on execution of the Judgment shall not be lifted.

7
8 DATED: January 30, 2024



Hon. Chief Judge Miranda M. Du
United States District Judge for the District of
Nevada

CERTIFICATE OF SERVICE

Pursuant to Fed.R.Civ.P.5(b) and Section IV of District of Nevada Electronic Filing Procedures, I certify that I am an employee of ARMSTRONG TEASDALE LLP, and that the foregoing document was served through the CM/ECF to all parties on the service list.

Date: January 30, 2023

/s/ Christie Rehfeld

An employee of Armstrong Teasdale LLP

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